

Subject: RE: Notice of Immediate Termination for Cause [Notice of Termination for Good Reason and Assertion of Liens in Kovalenko v. Kirkland & Ellis LLP, et al., Case No. 4:22-cv-05990-HSG]]

Date: Tuesday, January 28, 2025 at 11:26:01 AM Eastern Standard Time

From: Gerry Filippatos <pgf@filippatoslaw.com>

To: Zoya Kovalenko <zoyavk@outlook.com>

CC: Tanvir Rahman <TRahman@filippatoslaw.com>, Loris Baechi <lbaechi@filippatoslaw.com>

Priority: High

Attachments: image029.png, image048.png, image063.png, image075.png, image085.png, image108.jpg, image119.png, image120.png, image121.png, image122.png, image123.png, image124.jpg, image125.png, image126.png, image127.png, image128.png, image129.png, image130.jpg, image131.png, image132.png, image133.png, image134.png, image135.png, image136.jpg, image137.png, image138.png, image139.png, image140.png, image141.png, image142.jpg, image143.png, image144.png, image145.png, image146.png, image147.png, image148.jpg, image149.png, image150.png, image151.png, image152.png, image153.png, image154.jpg, image155.png, image156.png, image157.png, image158.png, image159.png, image160.png, image161.jpg, image162.png, image163.png, image164.png, image165.png, image166.jpg, image167.png, image168.png, image169.png, image170.png, image171.png, image172.jpg, image173.png, image174.png, image175.png, image176.png, image177.png, image178.jpg, image179.png, image180.png, image181.png, image182.png, image183.png, image184.jpg, image185.png, image186.png, image187.png, image188.png, image189.png, image190.jpg, image191.png, image192.png, image193.png, image194.png, image195.png, image196.jpg, image197.png, image198.png, image199.png, image200.png, image201.png, image202.jpg, image203.png, image204.png, image205.png, image206.png, image207.jpg, image208.png, image209.png, image210.png, image211.png, image212.png, image213.jpg, image214.png, image215.png, image216.png, image217.png, image218.png, image219.jpg, image220.png, image221.png, image222.png, image223.png, image224.jpg, image225.jpg, image226.jpg, image227.png, image228.jpg, image229.jpg, image230.png, Kovalenko_Termination Letter.pdf, Kovalenko - Notice of Lien and Bill of Costs.pdf

Zoya,

Thank you for your albeit prolix response to our offer that you reconsider your ill-advised, unfounded, and false termination of our firm for purported “cause,” as well as your offer “to avoid[] wasteful public filings and to spare ... [us] a ruling that ... [we] were terminated for cause.” The court filings attendant to the enforcement of our liens will not be “wasteful,” but indeed invaluable in establishing your ample culpability and liability. Similarly, our confidence abounds that you will be unable to conjure “cause” to terminate our legal representation of you in this matter based on the actual operative facts, which clearly establish our overwhelming good reasons for our regular consideration, and now effectuation, of your termination as our client — see attached Termination Letter. Thus, your offer to “spare” us from nothing is of no value to us at all and consequently hereby rejected.

I will, however, join you in your effort not to be “wasteful” in the litigation of our fee dispute by not refuting point-by-point the myriad falsehoods and imaginary reasons you cite for purportedly terminating us for “cause.” Please accept a blanket denial with respect to the many baseless and inaccurate aspersions you have cast against us below. Nor will I belabor the point by punching holes in your trace-paper-thin, fanciful, and repeatedly debunked narrative that we have threatened to terminate our legal representation of you previously

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] your decision to terminate us – and “for cause” no less – appears nothing more than a cynical ploy to either compel us [REDACTED] The throughline here is obvious and will be center-stage [REDACTED] dispute between us: your mendacity, dishonesty, and chronic inability to accept our advice destroyed the attorney-client relationship between us, and now threatens [REDACTED]

Finally, in answer to your requested confirmation, we will not refrain – and in fact will contact all necessary parties to obtain our withdrawal as attorneys of record and assert the liens about which you are hereby notified – see attached Notice of Lien and Bill of Costs. Kindly be governed accordingly; all rights, privileges and immunities hereby remain reserved.

Best,

Paris G. Filippatos
Founding Partner
 Pronouns: he, him, his



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From: Zoya Kovalenko <zoyavk@outlook.com>
Sent: Friday, January 24, 2025 2:18 AM
To: Gerry Filippatos <pgf@filippatoslaw.com>
Cc: Tanvir Rahman <TRahman@filippatoslaw.com>
Subject: Re: Notice of Immediate Termination for Cause

Gerry:

I am not rescinding my explicit and unmistakably clear termination of Filippatos PLLC for cause per my email sent yesterday at 4:23 PM EST. Accordingly, you have had no authority to communicate with anyone on my behalf since the time you were terminated yesterday. I have communicated your for-cause termination to opposing counsel. Please confirm that you have not reached out to and/or corresponded with opposing counsel or anyone else on my behalf since you were terminated.

I dispute every statement made in your below email but do not feel the need at this juncture to address every false statement. Your paper-thin claim that I had no basis to fire you for cause belies the body of evidence concerning your representation of me (or lack thereof) and on-point case law demonstrating the multiple and independent bases that I had to terminate you for cause. Your attempt to recast the conflict between us as having nothing to do with you repeatedly and directly undermining my settlement authority, [REDACTED] is shallow and false. Not only does your November 25, 2024 email plainly show that you threatened to immediately withdraw if I did not "change course" [REDACTED] your recent emails today further demonstrate your penchant for threatening to withdraw in direct response to me [REDACTED] *ee, e.g., Stinson v. City of New York*, No. 18CV0027LAKBCM, 2018 WL 11257424, at *6 (S.D.N.Y. Nov. 26, 2018) (quoting *Holcombe v. Matsiborchuk*, 747 Fed. App'x 875, 878 (2d Cir. 2018), *aff'g sub nom. Holcombe v. US Airways Grp., Inc.*, No. 08-CV-1593 (SLT) (JO), 2017 WL 10084142, at *14 (E.D.N.Y. Aug. 4, 2017), *adopting* 2017 WL 1184104, at *4, *7 (E.D.N.Y. Mar. 29, 2017)).

It also false to claim that there has been no rush to [REDACTED] This is evidenced by your numerous emails demanding that [REDACTED] often threatening me with adverse outcomes if I did not meet your unreasonable demands [REDACTED]

[REDACTED] However, I have yet to see any such status update filed with the Court over a month later, making me wonder whether this was a bad-faith tactic to pressure me.

Moreover, it is patently false that you have "done an inordinate amount of work on [my] case" and "endured stubborn and useless diatribes" by me on numerous occasions. First, the corpus of our written correspondence indisputably shows that I have been the individual researching and drafting substantive briefs and performing the overwhelming bulk of legal analysis and critical thinking since you've been retained. I would urge you to provide me with a single example where you or anyone at your firm has researched, prepared, and first sent a remotely close to final substantive brief as opposed to merely providing back-end edits to briefs that I individually

researched and drafted. It is also interesting that you completely dodge my point that you have a strong aversion to conducting offensive discovery in your below email. Perhaps this is because you know your firm has done nothing to advance offensive discovery since serving RFPs in April 2024 that I was heavily involved in preparing and tailoring to the facts of my case.

Your extreme laxity in litigating my case has also been borne out by your concerning ignorance of relevant facts of my case, court holdings in my case, and applicable law. As one example, [REDACTED]

I wholeheartedly dispute your false contention that I have demanded you communicate "false, erroneous, or nonsensical" things to opposing counsel. This has not happened and is clearly a lie you are spewing in an attempt to assassinate my character and case because I have fired you for cause. You do not provide any examples to support this false, defamatory statement. Further, as your former client, I was not obligated to acquiesce to every one of your positions, and professional rules do not require a client to blindly follow every recommendation or piece of advice offered by their attorney. See, e.g., *Stinson*, 2018 WL 11257424, at *5-6 (quoting *Marrero v. Christiano*, 575 F. Supp. 837, 840 (S.D.N.Y. 1983) & N.Y. Rule of Prof. Conduct 1.2(a)) (holding attorneys who withdrew due to client's refusal to settle "forfeited [their] right under New York law to a lien on any eventual recovery in this action" and explaining "a New York lawyer must abide by a client's 'decision whether to settle a matter' whether or not that decision is wise"). This is of course putting aside the fact that the vast majority of your purported legal advice to me was not actually legal advice but rather a recommendation to do nothing regardless of potential harm or prejudice to me. It is also an arrogant distortion of reality [REDACTED] your "persistent and zealous representation" of me [REDACTED]

Importantly, you are required to promptly transfer to me my entire case file now that you have been terminated (for cause) and the case is ongoing. See, e.g., *Lat Long Infrastructure, LLC v. Gold Crest Cap., LLC*, No. 23-CV-955 (NRM)(MMH), 2024 WL 5118606, at *1 (E.D.N.Y. Jan. 25, 2024) (discussing court directive requiring former counsel to provide case file to plaintiffs); see also *Doe v. City of Modesto*, No. 1:12CV1255 LJO GSA, 2013 WL 4828706, at *3 (E.D. Cal. Sept. 6, 2013) (directing plaintiff's former attorney "to provide Plaintiff with a copy of her complete case file" within a week of order).

Finally, I dispute your clearly retaliatory assertion that you can nullify your decision to [REDACTED] it is my position as demonstrated by applicable law that you are not entitled to enforce any charging lien as a result of your for-cause termination. See, e.g., *Holcombe*, 747 F. App'x at 878 (2d Cir. 2018), *aff'g Holcombe*, 2017 WL 10084142, at *14 (E.D.N.Y. Aug. 4, 2017), *adopting* 2017 WL 1184104, at *4, *7 (E.D.N.Y. Mar. 29, 2017) (denying former attorney's motion for compensation and granting former client's motion to extinguish charging lien). However, in the interest of avoiding wasteful public filings and to spare you a ruling that you were terminated for cause, I am open to an out-of-court resolution so we can go our separate ways without further conflict.

Regards,
Zoya

Zoya Kovalenko
JD, Emory Law School
BS, Applied Mathematics, Georgia Tech
678 559 4682
zoyavk@outlook.com

From: Gerry Filippatos <pgf@filippatoslaw.com>
Date: Thursday, January 23, 2025 at 5:48 PM
To: Zoya Kovalenko <zoyavk@outlook.com>, Tanvir Rahman <TRahman@filippatoslaw.com>
Subject: RE: Notice of Immediate Termination for Cause

Zoya,

You have no basis to terminate our firm for cause – you do, however, have the right to fire us as your attorneys at any time. Indeed, if -- as you attempted to do again today, and have done consistently over the past few weeks -- you continue to insist on ignoring our advice [REDACTED] useum -- or opposing counsel has made clear -- are unacceptable or nonstarters, then there really is no reason for us to continue representing you.

Accordingly, we will assert all appropriate liens against you and so notify opposing counsel and the court. As a courtesy [REDACTED]

If you wish to reconsider after you have read our comments, you can contact us this evening to further discuss [REDACTED]

It could not be farther from the truth that the conflict between us stems from [REDACTED]

[REDACTED] hird, not only have we done an inordinate amount of work on your case and endured stubborn and useless diatribes by you on all too many occasions, you have never grasped the fundamental truth that while you may be a licensed attorney in other jurisdictions, in this case, you are a client and cannot dictate to us (as your attorneys) how we do our job and meet our professional responsibilities. Several times, you have demanded that we communicate to opposing counsel things that are false, erroneous, or nonsensical, which is something we will not do because it would not serve your best interests. [REDACTED]

In summary, in case you change your mind, we will await until tomorrow before notifying counsel and the Court of our departure from your matter and the assertion of our liens against your claims and files. Within those confines, we will of course cooperate with any successor counsel you may

retain. Finally, please be advised that as you have falsely and baselessly fired us for alleged cause, we see no reason to be bound by any arrangements with you as regards [REDACTED]

Best,



Parisi G. Filippatos

Founding Partner

Pronouns: he, him, his

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From: Zoya Kovalenko <zoyavk@outlook.com>
Sent: Thursday, January 23, 2025 4:23 PM
To: Gerry Filippatos <pgf@filippatoslaw.com>; Tanvir Rahman <TRahman@filippatoslaw.com>
Subject: Notice of Immediate Termination for Cause
Importance: High

Gerry:

I am terminating my attorney-client relationship with You (defined below) for cause, effective immediately. "You" means Filippatos PLLC, including, individually and/or collectively, each and every employee, agent and partner thereof, including without limitation yourself (Parisi G. Filippatos) and Tanvir Rahman. "Your" means the possessive form of "You." In the interest of clarity, I am terminating for cause Your purported representation of me in connection with *Kovalenko v. Kirkland & Ellis LLP*, No. 4:22-cv-05990 (N.D. Cal.) (the "Case").

The numerous bases warranting Your termination for cause include, among others: (1) improperly threatening to withdraw on numerous occasions and directly interfering with my right to settle, [REDACTED] (2) failing to provide litigation services bargained for under my retainer agreement with You and acting with an extreme laxity in litigating the Case on my behalf, including without limitation not drafting substantive briefs in the Case since being retained and exhibiting a strong aversion to conducting offensive discovery; and (3) acting abusively and unprofessionally on numerous occasions, both in writing and verbally, which includes abusive conduct for which You (through Tanvir) apologized on January 11, 2024 and Your unprofessional and abusive behavior [REDACTED] *E.g., Stinson v. City of New York*, No. 18-CV-0027 (LAK) (BCM), 2018 WL 11257424, at *4 (S.D.N.Y. Nov. 26, 2018) ("[A]ttorney misconduct, which includes . . . improper threats to withdraw" and "interference with the client's right to settle" are sufficient to warrant discharge for cause and forfeiture of counsel's fee.); *Garcia v. Teitler*, No. 04 CV 832 (JG), 2004 WL 1636982, at *5 (E.D.N.Y. July 22, 2004) (Under New York law, the weight of precedent demonstrates that discharging an attorney for "cause" means that "the attorney has engaged in some kind of misconduct, has been unreasonably lax in pursuing the client's case, or has otherwise improperly handled the case.") (collecting cases), *aff'd*, 443 F.3d 202 (2d Cir. 2006).

Despite all of the above being more than sufficient to terminate You for cause prior to today, I had hoped that You would roll up Your sleeves and actually [REDACTED] it is clear You have no interest in doing that and instead have effectively served as a mouthpiece for the defendants in the Case ("Defendants"), [REDACTED]

To boot, Your recent unprofessional, unhinged, and petulant emails further demonstrate that You are in no way fit and seemingly have never have been fit to serve as my attorneys and represent my interests in the Case. Your avalanche of inappropriate and hostile emails, including in recent correspondence, reflects particularly poorly on You given I have maintained a diplomatic tone in our communications and further reinforces my right to terminate You for cause.

[REDACTED] You have reverted back to threatening to withdraw [REDACTED]

Such conduct is unlawful and is a dereliction of Your professional responsibilities and duties to me as a client. As I have explained numerous times, [REDACTED]

To be unequivocal, You are fired for cause effectively immediately and consequently no longer have any authority to communicate to opposing counsel or anyone else on my behalf. Further, given the Case is ongoing, please begin the orderly and timely transfer of my entire case file to me, which You are required to do.

Regards,

Zoya

Zoya Kovalenko
JD, Emory Law School
BS, Applied Mathematics, Georgia Tech
678 559 4682
zoyavk@outlook.com

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: Gerry Filippatos <pgf@filippatoslaw.com>

Date: Thursday, January 23, 2025 at 1:15 PM

To: Zoya Kovalenko <zoyavk@outlook.com>, Tanvir Rahman <TRahman@filippatoslaw.com>

Subject: RE: fees

[REDACTED]

If you don't like that fact – again, fire us. I suggest you make time to meet with Tanvir and me this evening – the conclusion of which will be you firing us or us firing you – or both. [REDACTED]

Best,



Parisi G. Filippatos

Founding Partner

Pronouns: he, him, his

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From: Gerry Filippatos

Sent: Thursday, January 23, 2025 12:37 PM

To: Zoya Kovalenko <zoyavk@outlook.com>; Tanvir Rahman <TRahman@filippatoslaw.com>

Subject: RE: fees

Zoya,

- fire us. If you don't like it -

Again, if you don't like it -- fire us!

Best,



Parisi G. Filippatos

Founding Partner

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

Best,



Parisi G. Filippatos

Founding Partner

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From: Zoya Kovalenko <zoyavk@outlook.com>
Sent: Thursday, January 23, 2025 10:17 AM
To: Gerry Filippatos <pgf@filippatoslaw.com>; Tanvir Rahman <TRahman@filippatoslaw.com>
Subject: Re: fees

Gerry,

I do not appreciate the unprofessional emails. I could send you proof my power was out. [REDACTED]

Zoya Kovalenko
JD, Emory Law School
BS, Applied Mathematics, Georgia Tech
678 559 4682
zoyavk@outlook.com

From: Gerry Filippatos <pgf@filippatoslaw.com>
Date: Thursday, January 23, 2025 at 7:47 AM
To: Zoya Kovalenko <zoyavk@outlook.com>, Tanvir Rahman <TRahman@filippatoslaw.com>
Subject: RE: fees

Zoya,

A new day has dawned – is the dog still eating your homework or has it by now regurgitated it and you're busy restoring it. Let me know whether [REDACTED] I should busy myself preparing my application to the Court seeking to be relieved as your counsel while asserting all liens against you? The choice is yours: stop playing games [REDACTED] or continue your current course and suffer the consequences, Thank you,

Best,



Parisi G. Filippatos

Founding Partner

Pronouns: he, him, his

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[REDACTED]

From: Zoya Kovalenko <zoyavk@outlook.com>
Sent: Wednesday, January 22, 2025 11:44 PM
To: Gerry Filippatos <pgf@filippatoslaw.com>; Tanvir Rahman <TRahman@filippatoslaw.com>
Subject: Re: fees

Gerry, I [REDACTED] lost power a little while ago. I am hoping it comes back on soon but don't know why the power is out. [REDACTED]

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From: Gerry Filippatos <pgf@filippatoslaw.com>
Sent: Wednesday, January 22, 2025 7:40 PM
To: Zoya Kovalenko <zoyavk@outlook.com>; Tanvir Rahman <TRahman@filippatoslaw.com>
Subject: Re: fees

It would be refreshing if you stopped shifting blame and checked your sources — in this case the dictionary —once in a while. I expect you to make yourself available immediately [REDACTED]

Best,

Paris G. Filippatos
Founding Partner
Pronouns: he, him, his

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[REDACTED]

From: Zoya Kovalenko <zoyavk@outlook.com>
Sent: Wednesday, January 22, 2025 7:12:53 PM
To: Gerry Filippatos <pgf@filippatoslaw.com>; Tanvir Rahman <TRahman@filippatoslaw.com>
Subject: Re: fees

Gerry,

EOD means the literal end of day, i.e., by 11:59 PM. This is consistent with my tenure practicing law and is used in this manner by other lawyers. See below screenshot. [REDACTED]

Yep, EOD means before the reviewing attorney wakes up the next morning. (So by midnight the night before is very safe, but even 5-6 am would be fine too. If you're stretching it, even 9 am would probably be okay.) Apr 26, 2021



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What does "EOD" mean in big law? 5pm? 530? 7? 11?

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678 559 4682
zoyavk@outlook.com

From: Gerry Filippatos <pgf@filippatoslaw.com>
Date: Wednesday, January 22, 2025 at 6:53 PM
To: Zoya Kovalenko <zoyavk@outlook.com>, Tanvir Rahman <TRahman@filippatoslaw.com>
Subject: Re: fees

Zoya,

EOD is commonly defined as “end of day,” which typically means either the end of the business day (i.e., 5pm-6pm) or natural day (today the sun set at 5:01pm). Either way, you’re late in meeting your self-imposed deadline. [REDACTED]

Best,

Paris G. Filippatos
Founding Partner
Pronouns: he, him, his

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From: Gerry Filippatos <pgf@filippatoslaw.com>
Sent: Wednesday, January 22, 2025 5:22:32 PM
To: Zoya Kovalenko <zoyavk@outlook.com>; Tanvir Rahman <TRahman@filippatoslaw.com>
Subject: Re: fees

Zoya,

Pls be more specific —what do you mean by EOD? Will you make yourself available for a teleconference immediately [REDACTED]

Best,

Paris G. Filippatos
Founding Partner
Pronouns: he, him, his

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: Gerry Filippatos <pgf@filippatoslaw.com>
Sent: Monday, January 20, 2025 8:49 PM
To: Zoya Kovalenko <zoyavk@outlook.com>; Tanvir Rahman <TRahman@filippatoslaw.com>
Subject: Re: fees

We are not your messengers.

[REDACTED]

Best,

Paris G. Filippatos
Founding Partner
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From: Zoya Kovalenko <zoyavk@outlook.com>
Sent: Monday, January 20, 2025 8:20:21 PM
To: Gerry Filippatos <pgf@filippatoslaw.com>; Tanvir Rahman <TRahman@filippatoslaw.com>
Subject: Re: fees

Gerry:

Your last two emails were sent when you already knew I was on vacation, and I am still currently on vacation, so I am a little perplexed by your disappointment and concern. [REDACTED]

Best,
Zoya

Zoya Kovalenko
JD, Emory Law School
BS, Applied Mathematics, Georgia Tech
678 559 4682
zoyavk@outlook.com

From: Gerry Filippatos <pgf@filippatoslaw.com>
Date: Monday, January 20, 2025 at 3:54 PM
To: Zoya Kovalenko <zoyavk@outlook.com>, Tanvir Rahman <TRahman@filippatoslaw.com>
Subject: RE: fees

Zoya,

I am both disappointed and concerned not to have heard from you yet given the urgency expressed to you in my email of last Thursday. I feel powerless to impress upon you how (a) time is of the essence and (b) I am no longer willing to excuse the inexcusable on your behalf. Tanvir and I are available from noon onward tomorrow; please respond with a time for us to confer [REDACTED]

Best,
Gerry

Paris G. Filippatos
Founding Partner
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